



**Health Services**  
LOS ANGELES COUNTY

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March 16, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**John F. Schunhoff, Ph.D.**  
Interim Director

**Robert G. Splawn, M.D.**  
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912  
Los Angeles, CA 90012

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[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

*To improve health  
through leadership,  
service and education.*

**APPROVAL OF AMENDMENT NO. 2 TO EXTEND DENTAL SERVICES  
AGREEMENT  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**SUBJECT**

Approval of Amendment No. 2 to extend the Agreement with Roger P. Fieldman, DDS, Inc. for the continued provision of dental services at H. Claude Hudson Comprehensive Health Center.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Chair to sign Proposition A (Prop A) Dental Services Amendment No. 2 (Exhibit I) to Agreement No. 75078 with Roger P. Fieldman, DDS, Inc. (Roger P. Fieldman) for the continued provision of dental services at H. Claude Hudson Comprehensive Health Center (Hudson) for the six-month period from April 1, 2010 through September 30, 2010 under the same rates and terms, at an estimated cost of \$413,828.46.



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### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended action is necessary to ensure the continued provision of dental services as a Prop A contract with Hudson while the Department of Health Services (DHS) completes a Request for Proposals (RFP) process. The current Agreement expires on March 31, 2010. An RFP was released on February 26, 2010 to resolicit these dental services. The six-month extension will allow the Department time to complete the review of the responses and negotiate contract terms and conditions with the selected vendor and obtain Board approval of a successor agreement.

### **Implementation of Strategic Plan Goals**

The recommended action supports Goal 4, Health and Mental Health, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The Contractor's basic monthly charge will remain the same during this extension period. The total maximum obligation for dental services at Hudson is \$413,828.46 for the six-month extension. Funding is included in the DHS Fiscal Year (FY) 2009-10 Final Budget and will be requested in future fiscal years.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

As a result of an initial RFP process, DHS contracted with Roger P. Fieldman to provide dental services to the residents of Los Angeles County at the Hudson site on April 1, 1999, under the Prop A guidelines. The current contract, which was also a result of an RFP process, commenced on September 7, 2004. Delegated authority was used to extend the existing Agreement from October 1, 2009 through March 31, 2010 (Amendment No. 1). Approval of Amendment No. 2 will allow DHS sufficient time to complete a competitive solicitation process currently underway.

During this extension period, Dr. Fieldman shall continue to provide diagnostic, preventive, and restorative dental services at Hudson.

Contract monitoring functions will continue to be performed by administrative staff at Hudson and DHS Centralized Contract Monitoring Division.

This Agreement may be terminated by the County with a 60-day written notice to Contractor.

The Amendment includes the recently adopted Defaulted Property Tax Reduction Program Ordinance language.

County Counsel has reviewed and approved Exhibit I as to use and form.

### **CONTRACTING PROCESS**

Not applicable.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended action will ensure the continued and uninterrupted provision of Prop A dental services at Hudson.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff". The signature is fluid and cursive, with a large initial "J" and "S".

JOHN F. SCHUNHOFF, Ph.D.  
Interim Director

JFS:adb

Enclosures

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

**DENTAL SERVICES AGREEMENT  
AMENDMENT NO. 2**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

Roger P. Fieldman, D.D.S., Inc.  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "DENTAL SERVICES AGREEMENT", dated September 7, 2004, and further identified as County Agreement No. H-75078, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, Agreement is slated to expire on March 31, 2010; and

WHEREAS, it is desired of the parties to extend the term of the Agreement for a maximum of six (6) additional months through September 30, 2010 unless sooner terminated;

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

NOW THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective April 1, 2010.
2. Paragraph 1, TERM, first paragraph, is revised as follows:
  - "1. TERM: The term of this Agreement shall commence on April 1, 2010, and shall continue in full force and effect through September 30, 2010, unless sooner terminated or extended, up to six (6) months, in whole or in part, as provided in this Agreement.

3. Paragraph 3, Maximum Obligation of County, shall be deleted and replaced as follows:

“3. Maximum Obligation of County:

The total maximum obligation of County for Contractors' performance of this Agreement from April 1, 2010 through September 30, 2010 shall not exceed Four Hundred Thirteen, Eight Hundred Twenty Eight Dollars and Forty-Six Cents. (\$413,828.46)

4. Paragraph 70, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM shall be added to read as follows:

“70. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

a. Contractor acknowledges that County has established goal of ensuring that all individuals and businesses that benefit financially from County through Agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

b. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.”

5. Paragraph 71, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM shall be added to read as follows:

"71. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN  
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX  
REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 71, Sub-paragraph A. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chair and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chair, Board of Supervisors

Roger P. Fieldman, D.D.S., Inc  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

ATTEST:  
SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
BY THE OFFICE OF THE COUNTY COUNSEL

By \_\_\_\_\_  
Deputy